



COUNTY OF LOS ANGELES

***Department of
Agricultural Commissioner/
Weights and Measures***

Cato R. Fiksdal
*Agricultural Commissioner/
Director of Weights and Measures*

*12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>*

Robert G. Atkins
Chief Deputy

September 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PESTICIDE
REGULATION PERTAINING TO THE ENFORCEMENT OF
PESTICIDE PERMIT REGULATIONS
(ALL DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Instruct the Chair to sign the California Department of Pesticide Regulation (DPR) contract agreement 03-0077C upon presentation.
2. Authorize the Agricultural Commissioner/Director of Weights and Measures Department (ACWMD) to execute the terms of a contract agreement 03-0077C with DPR to continue the Department's Pesticide Permit Regulation Program. The total amount payable to Los Angeles County, under this agreement, is \$113,775 for work performed between July 1, 2003 through June 30, 2004.
3. Authorize the Agricultural Commissioner/Director of Weights and Measures to amend the contract agreement if necessary in an amount not to exceed 10% of the original contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Specific pesticides, including many that are highly toxic, are regulated by a restricted material permit system authorized by Sections 14004, 14006, and 14006.5 of the California Food and Agricultural Code.

The Agricultural Commissioner's Department enforces the restricted material permit regulations and issues approximately 500 permits annually. The Department receives more than 5,200 notices of intent to apply restricted pesticides and is responsible for conducting pre application site inspections.

The Los Angeles County Agricultural Commissioner issued 602 permits during the past fiscal year for the use of restricted pesticides by growers and non-agricultural users and has negotiated the attached agreement with the DPR to enforce the permit regulations. This standard agreement allows the Agricultural Commissioner to issue use and possession permits, monitor the application of restricted materials to protect residents, farm workers, crops, and the environment.

The Board has approved similar contracts with DPR for enforcement of pesticide permit regulations since 1984.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This agreement supports the County's Strategic Plan Goal of Service Excellence. The purpose of the Restricted Material Permit process is to review the legality of the proposed application (e.g., proper registration), assess the effects of the application on the environment, and require the user to mitigate adverse effects as much as possible, or require that feasible alternatives are used to ensure public health safety and environmental protection within Los Angeles County. Effective review, control, and enforcement fulfill the Department's mission to protect worker, public health, and the environment from improper and illegal use of pesticides.

FISCAL IMPACT/FINANCING

There is no effect on the Department's net County cost.

This standard agreement will provide \$113,775 for the enforcement of restricted pesticide permit regulations and is 100% revenue offset.

FACTS AND PROVISIONS/ LEGAL REQUIREMENTS

The Los Angeles County Agricultural Commissioner is required by Sections 14004, 14006, and 14006.5 of the California Food and Agricultural Code to issue permits to qualified applicants for the use of restricted pesticides.

The Honorable Board of Supervisors
September 2, 2003
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IMPACT ON CURRENT SERVICES

County Counsel has approved the State's standard agreement as to form. When approved, please return to this Department the five (5) signed copies along with the minute order authorizing the Chair to sign. My department will forward the documents to the California Department of Pesticide Regulation, Contracts Office.

Respectfully submitted,

Cato R. Fiksdal
Agricultural Commissioner/
Director of Weights & Measures

CRF:RGA:RGS:el

Attachments

c: CAO
County Counsel
Deputies
CAO Analyst
Executive Office

AGREEMENT NUMBER 03-0077C
REGISTRATION NUMBER 393007032610

1. This Agreement is entered into between the State Agency and the Contractor named below:
- | | |
|--|--|
| STATE AGENCY'S NAME | |
| CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION | |
| CONTRACTOR'S NAME | |
| LOS ANGELES COUNTY | |
2. The term of this Agreement is: July 1, 2003 through June 30, 2004
3. The maximum amount of this Agreement is: \$ 113,775.00
One hundred thirteen thousand seven hundred seventy -five dollars and no cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
- | | |
|---|----------|
| Exhibit A – Scope of Work | 2 pages |
| Exhibit B – Budget Detail and Payment Provisions | 1 pages |
| Exhibit C* – General Terms and Conditions | GTC 103 |
| Check mark one item below as Exhibit D: | |
| <input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | XX pages |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | |
| Exhibit E – Additional Provisions | XX pages |

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Los Angeles County		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
12300 Lower Azusa Road, Arcadia, CA 91006-5872		
STATE OF CALIFORNIA		
AGENCY NAME		
California Department of Pesticide Regulation		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Mieko Epps, Branch Chief, Fiscal Services and Business Operations Branch		
ADDRESS		
1001 I Street, P.O. Box 4015, Sacramento, CA 95812-4015		

EXHIBIT A

SCOPE OF WORK

1. This Agreement is entered into by and between the Department of Pesticide Regulation (DPR), Mill Assessment Program Branch and the Los Angeles County (Contractor), 12300 Lower Azusa Road, Arcadia, CA 91006-5872.
2. The Contractor will be reimburse a sum of money for increased cost involved in implementing and enforcing pesticide permit regulations established by the CCR, Title 3, Division 6, Chapter 2, Subchapter 4, Article 3, Section 6428 based on work years involved.
3. Services shall be provided during the term of July 1, 2003 through June 30, 2004, as identified on the first page of the Agreement.
4. The Project Coordinator during the term of this Agreement will be:
 - A. **Katie Smith** shall be the Project Coordinator for this Agreement.
 - B. All official communications from the Contractor to DPR, shall be directed to the attention of the Project Coordinator or designee at the following address and phone/fax numbers:

Department of Pesticide Regulation
Mill Assessment Program Branch
1001 I Street
P.O. Box 4015
Sacramento, CA 95812-4015

Phone (916) 445-4159 Fax (916) 445-6100

Email address: ksmith@cdpr.ca.gov

- C. All official communications and payments from DPR to the Contractor shall be directed to the attention of **Cato Fiksdal** or designee at the following address and phone/fax numbers:

Los Angeles County
12300 Lower Azusa Road
Arcadia, CA 91006-5872

Phone (626) 575-5472 Fax (626) 350-3243

5. Contractor's Responsibility:

- A. Evaluation of Restricted Materials Permit

- 1) Verify completeness of information.
 - 2) Locate application site(s). For example, on county map, aerial photo, or map supplied by the grower. (Site = no larger than the farm operator's contiguous property; no smaller than one crop location.)
 - 3) Evaluate surrounding areas that could be adversely impacted such as residential areas, waterways, schools, etc.

EXHIBIT A

- 4) Decide if standard county permit conditions are adequate for each site. Add any necessary permit conditions by site.
- 5) If, in the county agricultural commissioner's judgment, adequate special permit conditions do not exist, determine the feasibility of alternatives. If there are feasible alternatives, deny permit.
- 6) Inform permittee of Notice of Intent (NOI) requirements, safety information series requirements, availability of pest management guides, and pesticide use reporting requirements.
- 7) Issue permit or deny with cause.

B. Review of Notices of Intent

- 1) Read or listen to all NOIs submitted, using the following criteria for evaluation, and compare against the permit if necessary.
 - a. Locations of the application.
 - b. Environmental conditions have changed since the permit was issued (local knowledge or specified in NOI).
 - c. Individual has a history of noncompliance.
 - d. Should this NOI be included in the five percent annual monitoring?

C. Pre-application Site Inspection

- 1) Select sites for inspection from those NOIs identified during review.
 - a. Compare against permit.
 - b. Determine if proposed application will be in compliance with permit conditions.
- 2) At the site, determine if environmental conditions are as described in permit/NOI.
- 3) Determine basis for application:
 - a. What is the basis?
 - b. Is pest a logical or expected one?
 - c. Is pest consistent with permit?
 - d. If written recommendation was made, was method of determining need acceptable?

Field evaluation of pest condition necessary only when 3(a) through (d) show a problem or when the pest control operator's compliance history warrants.
- 4) If environmental conditions are different, or if basis for application is inadequate, amend permit or stop application.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DPR agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to DPR for costs incurred pursuant to this Agreement. In addition, each invoice shall contain the following information:
 - 1) The Agreement number;
 - 2) The dates or time period during which the invoiced costs were incurred;
 - 3) Expenditures for the current invoice and cumulative expenditures to date; and,
 - 4) The signature of an authorized representative of the Contractor.
- C. Invoices shall be submitted in triplicate on printed letterhead identified by a control number to:

Department of Pesticide Regulation
Mill Assessment Program Branch
Attn: Katie Smith
P.O. Box 4015
Sacramento, CA 95812-4015

- D. DPR agrees to make payment as promptly as fiscal procedures permit, upon receipt of the invoice(s), subject to approval of the Project Coordinator, and contingent upon satisfactory completion of the terms of this Agreement.
- E. "Satisfactory completion" as used in this Agreement means that the Contractor has complied with all terms, conditions and performance requirements of this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Budget

The Total Amount of the Agreement shall not exceed \$113,775.00.

Personnel Years: 2.53

Hours: 4550.98 X \$25.00

Total: \$113,775.00

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

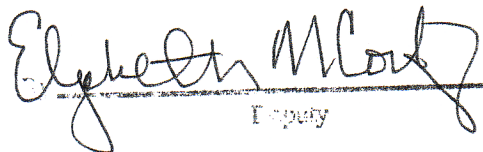
c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

APPROVED AS TO FORM
LLOYD W. PELLMAN, County Counsel


Deputy